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Webster Central School District And
Webster Cs Food Service Assn

COLLECTIVE BARGAINING AGREEMENT

By and Between

The Superintendent of Schools
of the
Webster Central School District

and

Webster Central School
Food Service Association

2002 - 2005

Webster Central School
Webster, New York 14580

11/01/2005

2002 - 2005

AND
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ARTICLE 1.0 PREAMBLE

In order to effectuate the provisions of Subdivision 200 of The Public Employees Fair Employment Act, to encourage effective and harmonious relationships between the Webster Central School District and the Service Staff employees of that school district represented by the Food Service Association, THIS AGREEMENT IS MADE AND ENTERED INTO on this thirty-first day of July, 2002.

ARTICLE 1.1 RECOGNITION

Section 1. The School District recognizes the Association pursuant to the Public Employees Fair Employment Act as the exclusive negotiating representative for all Food Service Personnel employed by the School District with the exceptions of the Manager of Food Services and the Assistant Manager of Food Services who shall not be members of the unit.

Section 2. Unless otherwise indicated, employees of this unit will hereinafter be referred to as "Food Service Personnel" or "employees". The Webster Central School District will hereinafter be referred to as "The District". The Food Service Association will hereinafter be referred to as "The Association."

ARTICLE 1.2 DURATION

The provisions of this agreement shall become effective as of July 1, 2002, and remain in full force and effect until June 30, 2005, at which time it will expire notwithstanding the requirements of Civil Service Law 209-a(1)(e).

This agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

ARTICLE 1.3 ASSOCIATION RIGHTS AND RESPONSIBILITIES

Membership in the Association shall be voluntary, and there shall be no discrimination, interference, restraint, or coercion by the District, or any of its agents, against any employee because of her/his membership in the Association, or because of any lawful activities on behalf of the Association and her/his fellow members

The Association shall have the right to represent employees in the defined bargaining unit in any and all proceedings under the Fair Employment Act, under any other applicable law, rule, regulation, or statute, under the terms and conditions of this agreement, to designate its representatives and to appear on their behalf to effect such representation; to direct, manage, and govern its own affairs, to determine those matters which the membership wish to negotiate, and to pursue these objectives free from any interference, restraint, coercion, or discrimination by the District. The Association shall have the right to pursue any matter or issue in accordance with the Grievance Procedure of this agreement, and, acting through its officers and membership be the sole judge thereof, unless it is expressly and specifically abridged, delegated, or modified by this agreement.

The above rights of the Association are not all-inclusive, but indicate the type of matters or rights which belong to, or are inherent to, the bargaining agent.

If an employee who is a member of the Association is charged pursuant to Section 75 of the Civil Service Law, he/she shall be informed immediately of her/his right to representation, and the Chairperson of the Association grievance committee, or her/his designee, shall be informed immediately as to the facts and circumstances, if the employee so desires.

The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the District, provided however, their content is not derogatory or controversial. The District agrees that the facilities of the school shall be available for Association meetings when such use does not interfere with any scheduled events or involve any cost to the District. It is agreed that any employee scheduled to work on the day of the meeting shall not be allowed to leave her/his work location to attend the meeting. Application for use of the facilities shall be made in accordance with already established procedures.

ARTICLE 1.4 MANAGEMENT RIGHTS

The District retains the sole right to manage its business and services, and to direct the working force, including the right to decide the number and locations of its business and service operations, the business and service operations to be rendered, and the methods, processes, and means used in operating its business and services, and the control of the buildings, real estate, materials, tools, and all equipment which may be used in operating its business and services or in supplying its business and services; to determine whether and to what extent the work required in operating its business and services shall be performed by employees covered by this agreement; to maintain order and efficiency in the Operation of Plant unit, including the right to hire, lay off, assign, transfer, promote, discipline, discharge, suspend; to determine the scheduling of the personnel, subject to such regulations governing the exercise of these rights as are expressly provided in this agreement, or provided by law.

The above rights of the District are not all-inclusive, but indicate the type of matters or rights which belong to or are inherent to the employer. Any and all rights, powers, and authority the employer had prior to entering this agreement are retained by the District, except as expressly and specifically abridged, delegated, granted, or modified by this agreement.

ARTICLE 2.0 HOLIDAYS

Section I

Food Service unit members working six (6) or more hours per day shall receive the twelve (12) paid holidays noted below:

- Columbus Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day
- Two (2) additional days during December holiday recess
- New Year's Day
- Dr. Martin Luther King, Jr. Day
- President's Day
- Good Friday
- Memorial Day

Section II

All other Food Service unit members shall receive the ten (10) paid holidays noted below:

- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day
- Two (2) additional days during December holiday recess
- New Year's Day
- Dr. Martin Luther King, Jr. Day
- President's Day
- Memorial Day

Section III

A substitute day will be selected by the Superintendent of Schools if school is in session on any of the holidays listed in Section I or II above.

ARTICLE 3.0 NOTIFICATION/FILLING OF VACANCIES

Employees interested in making position changes shall make their intentions known by informing the Manager of Food Services in writing. The District agrees to publicize by posting notices for any and all opportunities for promotion or transfer when they occur. Such notices shall be posted for a minimum of seven (7) calendar days before being permanently filled. Applicants will be notified in writing of the recommendation for appointment when it is forwarded to the Assistant Superintendent for Administration and Personnel.

The District and the Association recognize the importance of seniority as evidence of extended and faithful service and agree that seniority shall be a consideration in all promotions or work opportunities that may be considered as promotions. However, the District and the Association agree that specific qualifications for the position must have priority in making appointments to positions. Promotional decisions concerning employees covered by this agreement shall be subject to the grievance procedure and to any specific circumstances contained in the subdivisions of this agreement.

ARTICLE 3.1 SENIORITY/LAYOFF/RECALL

Section I

Seniority shall be defined as length of regular employment with the District. Seniority shall be broken only by (1) voluntary resignation, (2) lawful discharge, (3) unpaid leaves of absence in excess of one (1) year. In the event of an unpaid leave of absence, seniority will be frozen after thirty (30) days of such absence and will not accumulate for the remainder of the absence period.

Section II

In the event the District determines that a reduction in force or a restructuring of job classifications is necessary for any reason, layoffs will be made within job classification(s). The least senior unit member in the job classification(s) identified for reduction in force shall be subject to layoff first. Permanent status unit members shall have the right to bump the least senior unit member in the next lower job category providing such unit member has greater seniority than the unit member being bumped. Any unit member wishing to exercise her/his bumping rights must inform the Manager of Food Services in writing within seven (7) calendar days of receipt of notification of layoff. A unit member who fails to notify the Manager of Food Services within the seven (7) calendar day limit forfeits all bumping rights.

Bumping lines (downward) within unit:

Line I

- a. Cook Manager Central Kitchen (H. W. Schroeder Building)
- b. Cook Manager (R. L. Thomas Building)
- c. Cook Manager (Spry and Willink Buildings)
- d. Cook Manager Elementary School
- e. Satellite Cook
- f. Cook
- g. Middle School Cook Manager Helper
- h. Food Service Helper

Line II

Driver-Messenger

Section III

Unit members who are subject to layoff shall retain a recall right to their former position for a maximum period of one (1) year from the date of layoff.

Unit members who are recalled to their former position, by written notice from the District, must notify the District (Manager of Food Services) within ten (10) days of receipt of such notice of their intent to accept or reject the recall. Unit members who fail to respond within the ten (10) day limit, or who reject a recall, forfeit any and all rights to employment in the District and shall be deemed to have quit.

ARTICLE 3.2 WORK WEEK AND WORK DAY

Section I

Unit members covered under the terms of this agreement shall be expected to work on each and every day that school is in session and lunch is scheduled to be served to the students.

Section II

Daily work hours shall be scheduled by the Manager of Food Services to conform with the work load of particular assignments.

Section III

Unit members who are regularly scheduled to work five (5) or more hours per day will be entitled to one (1) paid break per day. The length of the break is not to exceed fifteen (15) minutes. The scheduling of all break times will be adjusted to the needs of the Food Services operations of each building as determined by the Manager of Food Services or his/her designee. Beginning July 1, 1997, this paid break becomes a part of a unit member's regular work day when computing absences, holidays and health insurance.

ARTICLE 3.3 PAY STATUS-EMERGENCY CLOSING

Section I

If any or all buildings in the WCSD are closed due to an emergency, and employees are notified in advance not to report to work, they will not be paid. Announcement of school closing over the radio will constitute advance notice.

If there is(are) a student make up day(s), scheduled by the District, requiring food service at any or all of the elementary or secondary schools, all food service unit members assigned to the specific building(s) are expected to work and they will be compensated at their regular rate.

Other required make up due to emergency closing, not directly student-related, may be scheduled at the discretion of the Manager of Food Services.

Section II

If the facility is closed after the regular work day of the employee has started, the employee will receive her/his hourly rate for her/his scheduled hours that day.

Section III

No sick leave, personal day, or other similar benefit payment will be made for time lost from work when no work is available, due to emergency closing.

ARTICLE 3.4 PROBATIONARY UNIT MEMBERS

Section I

The probationary period for unit members given probationary appointment in accordance with the Rules and Regulations of the Monroe County Civil Service Commission shall be twenty-six (26) weeks from the date of employment.

Section II

Each probationary status unit member will be evaluated at least twice during this probationary term by the Manager of Food Services or her/his designee. Advancement from probationary status will be upon recommendation of the Manager of Food Services and approval of the appointing officer. Probationary unit members will be notified in writing of pending action prior to the end of their probationary period.

Section III

Probationary employees are not eligible for the uniform allowance as outlined in Article 5.1 (Uniform Allowance).

Section IV

Section III above shall not apply to Permanent Status unit members who are promoted or transferred to a position requiring a new probationary assignment.

ARTICLE 3.5 DEFINITIONS - FULL-TIME/PART-TIME

A full-time employee shall be defined as one who regularly works a minimum of six (6) hours daily or thirty (30) hours weekly.

A part-time employee shall be defined as one who regularly works less than six (6) hours daily or less than thirty (30) hours weekly.

ARTICLE 4.0 DAYS FOR EMERGENCY OR URGENT BUSINESS

Permanent status employees regularly working fifteen (15) hours or more weekly shall be entitled to up to two (2) days for emergency or urgent business without loss of pay each year. These days are not to be considered as or used to extend holidays or vacation days. These days are to be taken in good faith by permanent status employees only when pressing emergency or urgent business obligations require their absence from work.

The following reasons are examples of acceptable reasons to justify absence for emergency or urgent business:

- A. Legal business.
- B. To attend funeral of person other than immediate family, relative, close friend, etc.
- C. Emergencies such as serious malfunction of home equipment requiring personal attention -- oil burner, pump, etc.
- D. Car accident and subsequent related business.
- E. Family business such as graduation in immediate family, own graduation, taking child to or from college, religious commencement in immediate family, etc.
- F. Taking a member of immediate family to or from hospital or to be at hospital on day of an operation on member of immediate family.
- G. For those whose religious obligations must be met by attendance during the time school is scheduled, an additional day may be granted at the discretion of the Superintendent.

These days are not cumulative and are separate from all other allowances. Except in the event of an emergency, written notification is to be submitted by the employee to the Manager of Food Services at least two days in advance. In the event of an emergency, written notification is to be submitted by the employee to the supervisor as soon as possible. A specific reason shall not be required on the written notification.

Permanent status employees working less than fifteen (15) hours per week on a regularly scheduled basis will be entitled to one (1) day for emergency or urgent business obligations.

All employees hired after the start of the school year shall be eligible for days for emergency or urgent business, and they will be prorated based upon date of hire.

ARTICLE 4.1 ABSENCE FOR PERSONAL ILLNESS

All full-time permanent status employees, and all part-time permanent status employees hired before June 30, 1978, shall be allowed absence due to illness without deduction up to ten (10) days for the ten (10) month school year. Commencing with the eleventh (11) year of regular employment, the allotment will be twenty (20) days per year. These days may accumulate to a total of 200 days.

All full-time permanent status employees who are hired during the school year will be credited with one (1) day sick leave for each remaining month in the school year in which they are employed.

Part-time permanent status employees hired after June 30, 1978, shall be allowed absence due to illness without deduction up to five (5) days per school year. These days may accumulate to a total of 200 days.

Part-time permanent status employees hired after June 30, 1978, who are hired during the school year will be credited with one (1) day sick leave for each remaining two (2) months in the school year in which they are employed.

Each employee will be provided a statement of her/his accumulated sick leave days during the month of September.

In instances of frequent or prolonged illness, the Superintendent or his/her designee may require a physical examination or certification by an attending physician, or the school physician, to determine the nature of the disability and the extent to which it may interfere or prevent the individual from performing the normal duties of the position. If an individual refuses to submit to such physical examination, any claim for benefits under this sick leave provision may be withheld.

ARTICLE 4.2 ABSENCE FOR ILLNESS IN FAMILY

Section I

All full-time and all part-time permanent status employees, upon approval of the Manager of Food Services, may be granted up to five (5) days absence with pay per school year in the case of illness in the immediate family or household, or for unusual circumstances brought about by such illness. These days are not cumulative and are separate from all other allowances.

All employees hired after the start of the school year shall be eligible for family illness days, and they will be prorated based upon date of hire.

Section II

"Immediate family" is defined to mean spouse, child, father, mother, sister, brother, grandparent, grandchild, and the same relatives-in-law. "Household" is defined to mean those who dwell under the same roof, and compose a family.

ARTICLE 4.3 ABSENCE FOR DEATH IN FAMILY

Permanent status employees will be entitled to up to five (5) days per year in the event of each death in the immediate family (defined as above in 4.2). These days are not cumulative and are separate from all other allowances.

ARTICLE 4.4 ABSENCE FOR JURY DUTY

Unit Members called for jury duty will receive their regular pay per Sections 519 and 521 of *Judiciary Law*.

ARTICLE 5.0 SALARIES AND WAGES

Section I

Position Categories

	2002-03	2003-04	2004-05
A. Cook Manager Central Kitchen	\$10.50	\$10.75	\$11.00
B. Cook Manager (Thomas & Spry)	\$9.50	\$9.75	\$10.00
C. 1. Cook Manager Elementary School	\$9.00	\$9.25	\$9.50
2. Satellite Cook	\$9.00	\$9.25	\$9.50
D. 1. Cook	\$8.25	\$8.50	\$8.75
2. Middle School Cook Manager Helper	\$7.20	\$7.35	\$7.50
E. Food Service Helper	\$6.25	\$6.35	\$6.45
F. Driver Messenger	\$7.00	\$7.15	\$7.30

Section II

- A. Effective July 1, 2002, each returning unit member will receive a 3.75% increase in his/her hourly wage.
- B. Effective July 1, 2003, each returning unit member will receive a 3.85% increase in his/her hourly wage.
- C. Effective July 1, 2004, each returning unit member will receive a 3.85% increase in his/her hourly wage.

Section III

New employees shall be hired at least at the minimums defined in Section 1 for the position they fill.

Section IV

Unit members temporarily moved to a higher position will be paid an additional \$.50 per hour during the time of such service. This will be upon the recommendation of the immediate supervisor and the Manager of Food Services.

Unit members who are temporarily moved to a higher position category for more than five (5) consecutive work days shall be paid from the sixth (6) work day until they return to their regular job the greater of:

1. The minimum hourly wage as noted in Section I "Wage Ranges" above for the position category being filled on a temporary basis.
2. An increase of 5% greater or \$.50 per hour greater, whichever is higher, than the hourly wage being received for their regular job.

Section V

When an employee is promoted (that is when an employee moves to a position that has a higher starting salary than the one he/she currently occupies) he/she shall receive an increase of 10% in the new title or the minimum rate of pay of the new title whichever is greater.

Section VI - Longevity

- A. Non-cumulative longevity payments shall be paid each year to each eligible employee regularly working less than four (4) hours per day in the following manner:

After:	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
5 - 9 Full Years	\$297	\$308	\$320
10-14 Full Years	\$386	\$401	\$416
15-19 Full Years	\$474	\$492	\$511
20 or more Full Years	\$561	\$583	\$605

- B. Non-cumulative longevity payments shall be paid each year to each eligible employee regularly working four (4) hours or more per day in the following manner:

After:	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
5 - 9 Full Years	\$386	\$401	\$416
10-14 Full Years	\$474	\$492	\$511
15-19 Full Years	\$561	\$583	\$605
20 or more Full Years	\$647	\$672	\$698

- C. In order to receive the above payments in Section VI, letters A and B of this Article, unit members must complete the applicable number of years of service on or before June 30 of the calendar year the payment is to be made and must be on the Webster Central School payroll on June 30 of such year.

If a unit member's initial start work date is between July 1 and September 15, the unit member shall receive a full year of credit for longevity purposes.

The longevity payment shall be paid in a lump sum by the first November payroll date following eligibility as listed in Section VI, letters A and B.

ARTICLE 5.1 UNIFORM ALLOWANCE

Effective July 1, 1999, and for the duration of this agreement, the District will annually reimburse each permanent status unit member a maximum allowance of \$110.00 for the purchase of uniform slacks, top, dress, skirt and/or duty shoes, all of which must be approved by the Manager of Food Services. The uniform top authorized is that which has been agreed to between the District and the Association.

The reimbursement will be paid providing dated and itemized purchase receipts are submitted with a District claim form signed by the unit member and approved by the Manager of Food Services. Such reimbursement may be claimed for uniform items purchased during one's probationary period upon the completion of three (3) months continuous service in the District Food Services Department.

ARTICLE 5.15 PREMIUM PAY

- A. Employees covered by this collective bargaining agreement will receive a premium hourly rate that is one and one-half (1 1/2) times their normal hourly rate for the following:
 - 1. For work performed on Saturdays.
 - 2. For work performed during school recesses, including the summer recess.
 - 3. For work performed at a special event or function at the request of the Manager of Food Services or her/his designee and at any special event occurring under District Regulations 1410 and 1416 for which a fee is charged.
- B. Employees covered by this collective bargaining agreement will receive a premium hourly rate that is double their normal hourly rate for the following:
 - 1. For work performed on Sundays.
 - 2. For work performed on holidays identified in Article 2.0, (Holidays), Sections I and II, and on which school is not in session.
- C. Employees covered by this collective bargaining agreement will receive their normal hourly rate for the following:
 - 1. For work performed during their regular work day.
 - 2. For work performed that requires an employee to extend their regular work day.
 - 3. For attendance at monthly manager's meetings, departmental and District workshops, District conference days, and other activities similar to such meetings and workshops.

ARTICLE 5.2 HEALTH INSURANCE

- A. Blue Cross, Blue Shield and Blue Million major medical coverage or Health Maintenance Organizations (HMO) selected by the District will be available to all unit members.

The District has the right to change administrator if the level of benefits are equal to or greater than the coverage by existing plans.
- B. Effective January 1, 2003, the District will contribute 90 percent of the cost of **Blue Choice Select** premiums for unit members working thirty hours or more per week. District contribution for unit members working less than thirty hours is eliminated effective September 30, 2002. The District contribution is for the health insurance coverage stated in Section A above.
- C. The portion of the health insurance premium not paid by the District is the personal responsibility of the employee. Such payment must be by way of payroll deduction and is payable in advance of the due date. Unit members not eligible for the District contribution may participate in a District group plan at their own expense.

- D. Coverage and premium payment for full-time permanent status unit members who retire on superannuation will be specified and paid as in Sections A and B above, providing the unit member has served the District for a period of not less than ten (10) years and has been a member of the health insurance plan for at least one (1) year prior to retirement. The ten-year requirement may be waived by the District in cases of extreme hardship. Health insurance carried for retired unit members shall continue as family, as well as individual coverage, but individual coverage may not be changed to cover family after retirement.

When a retired member of the unit who, in his/her own right, is eligible for the District health insurance benefit but has been carried on his/her spouse's health insurance plan, no longer has the protection of the spouse's plan because of the death of a spouse, divorce/separation from spouse or termination of spouse's employment, he/she is entitled to be reinstated to the District health benefits available at the time of retirement providing such reinstatement is allowed by the health insurance contracts and regulators.

Any District employee who retires and requires insurance from the District during retirement will be eligible for two (2) single policies or one (1) family policy. No double coverage will be allowed for two District employees.

- E. For eligible retirees, effective January 1, 2003, the District will pay as stated in B above. Prior to January 1, 2003, the District will pay 90 percent of whatever health insurance coverage the eligible member chooses.
- F. Dental insurance will be made available to unit members. Unit members are responsible for the monthly premiums which will be payroll deducted.
- G. Effective January 1, 2003, a 125 Flexible Spending Account (FSA) will be available to eligible unit members.

ARTICLE 5.3 RETIREMENT

Any employee eligible to become a member of the New York State Employees Retirement System and who is covered under this contract, may do so.

The rights and duties of members of the System are set by the laws of the State of New York and rules of the New York State Employees Retirement System.

ARTICLE 5.4 LONG TERM DISABILITY INCOME PLAN

In order to receive the benefits of this Article, an employee must:

- 1) be a full-time permanent status employee last hired before July 1, 1984; or
- 2) be a full-time permanent status employee last hired on or after July 1, 1984, and have one (1) or more years of seniority since any break in continuous service; or
- 3) be a part-time permanent status employee last hired on or before June 30, 1978. (Part-time permanent status employees last hired after June 30, 1978, are not eligible for this benefit.)

In case of prolonged illness or disability, the District will be responsible for the continuation of the permanent status employee's salary in the following manner for twelve (12) months dating from the first day of the illness or disability:

- A. Employee uses all accumulated sick leave.
- B. A ten (10) day waiting period (consisting of ten (10) consecutive work days) will elapse, after use of accumulated sick leave, to determine the fact of prolonged illness or disability.
- C. Commencing on the eleventh (11) day after exhaustion of accumulated sick leave the District shall provide for the continuation of sixty percent (60%) of the salary of the employee until the employee returns to work or for the remainder of twelve (12) calendar months from the initial date of the illness or disability, whichever occurs sooner. No payment will be made during July and August for ten month employees.
- D. The District will cooperate with the Unit in providing members of the Unit with income protection beyond that provided in the above agreement to the extent of providing payroll deductions for payment of premiums on an income protection policy approved by the Unit for its members, forwarding said premiums to the insurance company and allowing the approved group to be considered a District Group.

These payments shall commence on an agreed upon date and information shall reach the Business Office in a manner agreed upon by the Director of Business Services and the President of the Unit.

The Association agrees to hold the District and the Director of Business Services harmless from any and all damages or liabilities that may be sustained as a result of making the payroll deductions provided for in this Article.

ARTICLE 5.5 STAFF DEVELOPMENT

Effective July 1, 1999 a joint Staff Development Committee is established to identify and prioritize training opportunities for staff. Up to \$1000 is available in each year of this agreement to fund these opportunities.

ARTICLE 6.0 GRIEVANCE PROCEDURE

Definition: Any employee in this Unit who feels that her/his wages, hours or working conditions do not conform with the standards as negotiated and set forth in this contract, shall have the following grievance procedure available to her/him. Such matters must be taken up at Step I of the following procedures within twenty (20) working days after the employee knew or should have known of the act or condition on which the grievance is based.

GRIEVANCE PROCEDURE SEQUENCE

STEP I

- A. Oral discussion of complaint with supervisor, Manager of Food Services.
- B. Oral reply by supervisor within five (5) days.
- C. If unresolved by oral response of supervisor proceed to Step II within five (5) days of receipt of oral reply.

STEP II

- A. Complaint is written up as a grievance and presented to Manager of Food Services.
- B. Supervisor to respond in writing within five (5) days.
- C. If unresolved by supervisor's written reply, proceed to Step III within five (5) days.

STEP III

- A. Association Grievance Committee files written appeal with the Assistant Superintendent for Administration and Personnel.
- B. Within five (5) days, the Assistant Superintendent for Administration and Personnel convenes meeting with Association Grievance Committee to discuss grievance. Provides written response within five (5) days.
- C. If unresolved by the Assistant Superintendent for Administration and Personnel's written reply, Association may, within five (5) days, appeal grievance to Superintendent for hearing.

STEP IV

- A. Within five (5) days of appeal, hearing is held.
- B. Superintendent renders decision within five (5) days of completion of hearing.
- C. If the Superintendent's decision does not resolve the grievance it should be processed to Step V.

STEP V

- A. Within five (5) days of receipt of the Superintendent's decision, the grievance, including recorded facts and information, shall be presented to the Board of Education.
- B. Within ten (10) days from receipt of appeal, the Board will hold a hearing upon the alleged grievance. Within ten (10) days from the date of this hearing the Board will render a written decision.

NOTES TO PROCEDURE:

- 1. Time limits at any step of this procedure may be extended by mutual consent between the Association and the District. Should the time limits, at any step, be exceeded by the District, the grievance may be processed to the next higher step of the procedure. Should the Association not meet the time limits of the procedure, the grievance will be considered as resolved at the last response. All grievance records and documents shall be filed separately from the personnel files.
- 2. All time limits in this procedure refer to work days.

ARTICLE 6.1 GENERAL CONSIDERATIONS

In the event that any article or section of this agreement shall be determined by a court of competent jurisdiction to be null, void or unenforceable, such decision shall not affect any of the other conditions of this agreement, which shall continue in full force and effect. Should the Federal or State Minimum Wage Law be modified during the duration of this agreement, the parties will meet to resolve the movement of affected staff and any relative impact upon other staff.

ARTICLE 6.2 GENERAL CLAUSE

Any reference in this contract to either gender applies equally to the other gender.

ARTICLE 6.3 TRIBOROUGH WAIVER

Any "non-mandatory" term or condition of this contract will expire on June 30, 2005, notwithstanding the requirements of Civil Service Law 209-a(1)(e).

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

The foregoing represents the entire Agreement between the parties and is hereby affirmed to be the collective bargaining agreement between the parties.

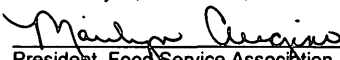
In witness whereof we hereunto set our signatures this day of, at Webster, New York.


Superintendent of Schools
Webster Central School District

5/12/2003
Date

Negotiations Team Members

David Pratt
Jim Fichera
Susanne Bilow


President, Food Service Association
Webster Central School District

July 31, 2002
Date

Negotiations Team Members

Marilyn Augino
Kathleen Bishop

Jean Smith